

STATE OF MICHIGAN
COURT OF APPEALS

DEBRA A. MARTIN,

Plaintiff-Appellee,

v

HARLEY E. MARTIN, JR.,

Defendant-Appellant.

UNPUBLISHED

April 26, 2012

No. 301182

Saginaw Circuit Court

LC No. 09-006797-DO

Before: SAWYER, P.J., and WHITBECK and M. J. KELLY, JJ.

PER CURIAM.

In this divorce action between defendant, Harley Martin, Jr., and plaintiff, Debra Martin, Harley Martin appeals as of right the trial court's divorce judgment. Harley Martin contends that the trial court erred in numerous respects regarding designation of certain property as marital property and regarding the valuation and distribution of the marital property. Debra Martin responds that the trial court's finding and distributions were supported by the record and equitable. We affirm.

I. FACTS

Harley Martin and Debra Martin married in September 1978. Debra Martin filed for divorce in October 2009. Shortly following Debra Martin's filing of the complaint, Harley Martin requested a restraining order to prevent Debra Martin from disposing, transferring, concealing, etc., assets and property in her possession. The trial court granted the request and entered a temporary restraining order against Debra Martin.

In February 2010, Harley Martin moved for return of the property that he alleged Debra Martin wrongfully took from the home while he was not present. Harley Martin argued that, although it was first believed that Debra Martin took the items to fulfill her needs for living purposes, he later discovered that she was merely storing the items in a storage unit. Harley Martin added that Debra Martin had wrongfully taken antiques, namely Hummel figurines. Debra Martin responded that she did in fact need the items to establish her new residence and that she only rented to the storage unit so that Harley Martin could examine the items since she did not want to allow him into her new residence. She admitted that she had taken the Hummels, but claimed that she did so "for safekeeping." After a hearing on the motion, the trial court concluded that Debra Martin had "no right" to take the property absent a court order. However, "since it's already occurred," the trial court ordered that Debra Martin take whatever property

necessary to set up her new residence and provide a list of those items to Harley Martin. The trial court further ordered that all remaining items be returned to the home.

In early May 2010, the trial court held a one-day trial on the parties' claims. At the outset, Harley Martin moved to adjourn the trial, arguing that because Debra Martin had failed to comply with the trial court's order for an accounting and return of the personal property in her possession, he could not accurately testify regarding proper distribution of the marital estate. The trial court denied the motion, stating, "Any violation of the Court orders I can take into account, equitably divvy this up. If there's been some undue conduct, I'll take this into account."

Debra Martin testified that she and Harley Martin got engaged in May 1977, and at that time she was living with her parents. According to Debra Martin, Harley Martin told her that after they married they would move into his grandfather's home because "Grandpa [Bero] wanted us to have that house." In July 1978, Bero deeded the property to himself, his daughter, Barbara Sullivan, and Harley Martin. Despite her name not being on the deed, Debra Martin explained that Harley Martin explained to her that "that house was ours and that it would always be ours." Right after the wedding, Debra Martin officially moved into the home, although she had already taken her personal belongings over to the home before the wedding.

Debra Martin explained that Bero continued to live with the couple "for a short time" until he moved to Florida, about a year after the wedding. After Bero moved out, Debra Martin began to make updates and improvements to the home, like getting new appliances and furniture. Also sometime after Bero moved out, his brother, "Uncle Frank," moved into the home. He kept all of his personal belongings in his room, and he eventually ended up living with the couple for 10 or 11 years. Uncle Frank paid them rent while he lived in the home.

Debra Martin testified that she had been employed for 22 years at Bank of America. She confirmed that Harley Martin was also working most of the time, except at certain times when he was laid off. Debra Martin testified that during their 32-year marriage, she was primarily responsible for the physical act of paying the household bills. She paid the bills, including the property taxes, using pooled funds from herself and Harley Martin that they deposited into a joint checking account. Debra Martin testified that, despite her name being on the deed, Sullivan never contributed to the property taxes and never lived in the home. Only on occasion would Sullivan stay in the home while she was visiting from Florida. According to Debra Martin, she and Harley Martin were also solely responsible for paying for insurance on the home, as well as paying for maintenance on the home. Debra Martin reiterated that she and Harley Martin also paid for any remodeling and improvements to the home and property over the years. Debra Martin testified that she believed the value of the home to be \$125,000. She based this value on the home's state equalized value. She also testified that a home Harley Martin asserted served as a comparable value home was not in fact comparable to their home: it was smaller and did not have any major improvements or updates.

Debra Martin also testified regarding the value of several bank accounts. In particular, she testified regarding Bank Account #xxxxxx1350, which contained approximately \$125,000. Debra Martin denied that Sullivan contributed any of the money in that account. Debra Martin also testified regarding Bank Account #xxxxxx6597, which she alleged contained approximately \$23,000. Debra Martin confirmed that this account was held in the names of Harley Martin,

Sullivan, and herself. She admitted that the funds in this account came from Sullivan after Uncle Frank died. She did not dispute that the account originally contained \$50,000. But she explained that Harley Martin unilaterally added her name to the account in 2006. Debra Martin admitted that when she left the home, she took it upon herself to divide all of the bank accounts in half. Debra Martin provided the trial court with exhibits that purported to show the bank account balances after she divided them. Debra Martin further claimed that, to her knowledge, Harley Martin later went to the bank and closed out the accounts that contained his half of the funds. Debra Martin also provided the trial court with several exhibits showing the values of various other accounts—IRAs and 401ks—that the parties owned.

Debra Martin then testified regarding various savings bonds, which she claimed she and Harley Martin acquired during their marriage. Debra Martin explained that every week while Harley Martin worked at General Motors, he would take \$25 out of his paycheck to buy \$50 savings bonds. When they accumulated enough \$50 bonds, they would then trade them in for \$1,000 bonds. According to Debra Martin, Harley Martin was also in possession of other \$50 savings bonds, but she did not know their total value.

With respect to personal property, Debra Martin testified that the day before leaving the home, she took pictures of the “major” items, like furniture. Her exhibits admitted at trial include those pictures, and she explained that she had gone through and circled or commented on the items depicted in those pictures that she had removed from the home. Although she admitted that she did not circle every item that she took from the home. Debra Martin estimated that of the total amount of personal property in the home, other than her own clothes, she took about 5 percent of the items. She contended that every room was still furnished when she left, and she denied that she “cleaned the house out.” Debra Martin testified that she had provided Harley Martin with multiple lists of the items that she removed from the home. She admitted that she had removed a large curio cabinet that contained Hummel figurines, but she claimed that they were given to her over the years. She also admitted that she removed a bedroom set that belonged to Harley Martin’s family, but that she later returned it to Harley Martin.

On cross-examination, Debra Martin admitted that before she filed for divorce, she first accumulated \$2,450 in cash in anticipation of paying for her personal bills. She then admitted that before she divided the parties’ bank accounts, she first withdrew \$5,000 to pay for her attorney. She admitted that she did not volunteer information regarding this withdrawal to the court. She claimed, however, that she was not trying to hide the withdrawal from the court. She explained, “I wasn’t sure what I was doing that day. I took the money out earlier in the day, the \$5,000, out earlier, and decided that day was a good day for me to split the funds.” When asked if she thought it was fair for Harley Martin to pay for her attorney, she responded, “That is up to the Court I guess.”

Also on cross-examination, Debra Martin further admitted that she never made a mortgage payment on the home and that it was completely furnished when she and Harley Martin moved in. She also admitted that she had not provided the court with a list of the property or returned any of the property because she was waiting to get it appraised.

Harley Martin’s mother, Barbara Sullivan, confirmed that Debra Martin and Harley Martin paid all the taxes, insurance, and maintenance on the home. Sullivan testified that the

couple never asked her before making any improvements to the home: "I didn't interfere in their life at all." Sullivan also testified that she told Debra Martin, "[I]f anything should ever happen to Harley, if he should die . . . before her, she would always be welcome to live in that house." She admitted that she knew she could have also put Debra Martin on the title, but she just didn't.

According to Sullivan, when Uncle Frank died, she received a \$100,000 inheritance from him. She then took \$50,000 of that inheritance and put it into joint account with Harley Martin. She stated that her intention when putting the money into a joint account was so that Harley Martin could use it to pay her expenses if something happened to her. When asked if she understood that Harley Martin could take money out of the account whenever he wished, Sullivan responded, "But he had to make sure that he paid me back whenever. That money was to stay there." Sullivan denied knowing that Harley Martin had added Debra Martin's name to the account.

With regard to the home, Harley Martin testified that "it's my mother's house, a family house. My name was put on it, basically, if something would happen to her. And to keep it out of probate." He explained that the understanding was that Debra Martin "would always have the right to live in that house if I passed. And then it would go back to the family." He confirmed that they paid for all the taxes, insurance payments, and utilities on the home. With respect to the \$50,000, he testified that he actually moved the money around into different accounts, "where I could make the most interest." When asked why he put Debra Martin's name on the joint account, he stated, "In case something would happen to my mother or myself, . . . Debbie would have access to it. Basically keeping stuff in the family. Keeping stuff out of probate."

Harley Martin also testified that he and Debra Martin owned two vehicles. According to his testimony, the Trailblazer was titled in his name, and the Blazer was titled in Debra Martin's name. He explained that whenever they bought a vehicle, the couple would just alternate whose name went on the title. He then testified that, at the time of the hearing, he was driving the Blazer, but he would prefer to have the Trailblazer. Counsel for Debra Martin then stipulated on the record that Harley Martin could "have the 2004 Trailblazer at a value of [\$]14,425 if that will move this thing along."

Harley Martin's testimony then turned to the savings bonds. He explained that the \$1,000 bonds referred to earlier in the hearing were actually bonds that his uncle gave to him: "My uncle bought me bonds ever since I was five years old." He stated that he only put Debra Martin's name on them after interest stopped accruing on them, and he wanted her to be taken care of if something happened to him. He added that he later accumulated more bonds through work. He testified that these bonds were all in \$50 increments and that there were 63 of them total. Harley Martin also testified that he wanted back half of the Hummel figurines; he estimated that there were approximately 40 of them, and he estimated that in total they were worth "[t]hirty plus thousand dollars."

After trial, Harley Martin moved for a show cause order, arguing that Debra Martin had admitted at trial that she had not followed the court's order regarding the accounting and return of the personal property in her possession. Harley Martin requested that the trial court issue a order requiring Debra Martin to appear and show cause why she should not be held in contempt

of court for failure to follow the court's orders. The trial court granted the motion and ordered Debra Martin to appear in June 2010.

After the June hearing, the trial court issued an opinion and order, declaring that the home was a marital estate because "[j]oint funds were used to pay taxes, insurance, improvements, repairs, etc." The trial court also concluded that the disputed bank account was a marital asset because "[t]wo years prior to the commencement of the divorce proceedings, [Harley Martin] put [Debra Martin's] name on" it. The trial court then stated that the marital estate would be divided as follows:

Each party will keep the personal property presently in their possession unless otherwise addressed in this Opinion.

[Debra Martin] will receive [Harley Martin, Jr.'s] Johnson Controls 401(k) and the 2004 Chevrolet Trailblazer.

[Harley Martin, Jr.] will receive the following Bank of America accounts:

#[xxxx xxxx] 5500
#[xxxx xxxx] 6871
#[xxxx xxxx] 9255
#[xxxx xxxx] 3504
#[xxxx xxxx] 0894
#[xxxx xxxx] 9841
#[xxxx xxxx] 8235
#[xxxx xxxx] 9239

[Harley Martin, Jr.] will receive the home on Yosemite Drive and the 1998 Chevrolet Blazer.

The following assets will be divided equally between the parties:

[Debra Martin's] Bank of America 401(k)

[Debra Martin's] Bank of America Rollover IRA

[Harley Martin, Jr.'s] Delphi 401(k)

[Harley Martin, Jr.'s] Fidelity TRW Savings Plan

Bank of America Account Nos:

[xxxx xxxx] 1350

[xxxx xxxx] 6597

U. S. Savings Bonds Series EE

[Debra Martin's] Bank of America Pension

[Harley Martin, Jr.'s] Johnson Controls Pension

[Harley Martin, Jr.'s] Delphi Pension

Harley Martin then filed a motion for more specifics or additional findings. Harley Martin requested that the trial court explain what value it placed on the home, whether the trial court took into account the valuation implications of the home being jointly owned with Sullivan, whether the trial court took into account the value of the comparable sale, whether the trial court acknowledged that some of the savings bonds were premarital assets, whether the court erred by awarding the Trailblazer to Debra Martin given her stipulation that Harley Martin could have it, whether the trial court took into account that the bank accounts were jointly owned with Sullivan, and whether the court considered Debra Martin's violation of the court's orders. After a hearing on the motion, the trial court took the motion under advisement.

In September 2010, the trial court issued a judgment of divorce. The trial court awarded the home to Harley Martin. The trial court also awarded to Harley Martin bank accounts #xxxx xxxx 5500, #xxxx xxxx 6871, #xxxx xxxx 9255, #xxxx xxxx 3504, #xxxx xxxx 0894, #xxxx xxxx 9841, #xxxx xxxx 8235, and #xxxx xxxx 9239. The trial court ordered that the parties should equally divide all of the savings bonds. The trial court awarded each party the personal property that they each retained in their possession at that time. The trial court ordered that the Trailblazer be awarded to Debra Martin and that the Blazer be awarded to Harley Martin. The trial court ordered that bank accounts #xxxx xxxx 1350 and #xxxx xxxx 6597 be equally divided between the parties.

Harley Martin then filed a motion for more specifics or additional findings, or for a new trial. He essentially raised the same issues raised in his earlier motion for more specifics or additional findings. After a hearing on the motion, the trial court again took the matter under advisement. The trial court then issued an opinion and order, stating that it considered Harley Martin's motion as a motion for reconsideration. As such, the trial court found no palpable error. The trial court added that Harley Martin's "suggested method of valuation of the marital home would amount to a grossly inequitable result," and further stated that "the more credible testimony in this case came from [Debra Martin's] case." Accordingly, the trial court denied the motion.

Harley Martin now appeals.

II. THE TRIAL COURT'S VALUATIONS AND DISTRIBUTION OF ASSETS

A. STANDARD OF REVIEW

When reviewing a trial court's divorce judgment, this Court must first review the court's findings of fact.¹ This Court gives special deference to a trial court's findings when based on the

¹ *Sparks v Sparks*, 440 Mich 141, 151; 485 NW2d 893 (1992); *Berger v Berger*, 277 Mich App 700, 717; 747 NW2d 336 (2008).

credibility of the witnesses.² This Court will not reverse findings of fact, such as a trial court's valuations of particular marital assets, unless clearly erroneous.³ A finding is clearly erroneous if, after a review of the entire record, this Court is left with the definite and firm conviction that a mistake was made.⁴ If this Court upholds the trial court's findings of fact, it must decide whether the dispositive ruling was fair and equitable in light of those facts.

The trial court's dispositional ruling is discretionary, and this Court should affirm that ruling unless it is left with the firm conviction that the division was inequitable.⁵ However, this Court may modify judgments to rectify mistakes, interpret ambiguities, and alleviate inequities.⁶ This Court reviews issues of law de novo.⁷

B. HOUSE AS MARITAL PROPERTY

Harley Martin, Jr. argues that the trial court erred when it found that the house he owned jointly with his mother before his marriage was marital property.

In any divorce action, a trial court must divide marital property between the parties and, in doing so, it must first determine what property is marital and what property is separate. Generally, marital property is that which is acquired or earned during the marriage, whereas separate property is that which is obtained or earned before the marriage. Once a court has determined what property is marital, the whole of which constitutes the marital estate, only then may it apportion the marital estate between the parties in a manner that is equitable in light of all the circumstances. As a general principle, when the marital estate is divided "each party takes away from the marriage that party's own separate estate with no invasion by the other party."

The categorization of property as marital or separate, however, is not always easily achieved. While income earned by one spouse during the duration of the marriage is generally presumed to be marital property, there are occasions when property earned or acquired during the marriage may be deemed separate property. For example, an inheritance received by one spouse during the marriage and kept separate from marital property is separate property. . . . [S]eparate assets may lose their character as separate property and transform into marital property

² *Johnson v Johnson*, 276 Mich App 1, 11; 739 NW2d 877 (2007).

³ *Beason v Beason*, 435 Mich 791, 805; 460 NW2d 207 (1990); *Woodington v Shokoohi*, 288 Mich App 352, 355; 792 NW2d 63 (2010); *Berger*, 277 Mich App at 717.

⁴ *Beason*, 435 Mich at 805; *Johnson*, 276 Mich App at 10-11.

⁵ *Sands v Sands*, 442 Mich 30, 34; 497 NW2d 493 (1993); *Sparks*, 440 Mich at 151-152; *Woodington*, 288 Mich App at 355.

⁶ *Hagen v Hagen*, 202 Mich App 254, 258; 508 NW2d 196 (1993).

⁷ *Cunningham v Cunningham*, 289 Mich App 195, 200; 795 NW2d 826 (2010).

if they are commingled with marital assets and “treated by the parties as marital property.” The mere fact that property may be held jointly or individually is not necessarily dispositive of whether the property is classified as separate or marital.^[8]

Here, the trial court concluded that the home in which the Martins lived was a marital asset because “[j]oint funds were used to pay taxes, insurance, improvements, repairs, etc.” And the testimony taken from Debra Martin, Harley Martin, and Barbara Sullivan confirms that the trial court did not clearly err in its conclusion that joint marital funds were used to pay taxes, insurance, improvements, repairs, etc. By jointly paying for those expenses, Debra Martin significantly contributed to the improvement and accumulation in value of the home in such a way as to warrant the trial court taking that asset into account when dividing the property.⁹

Moreover, despite the fact that the home was titled to Harley Martin and Barbara Sullivan (and Joseph Bero, now deceased), the testimony from Debra Martin, Harley Martin, and Barbara Sullivan confirmed that the home was intended to serve as and was always treated as the couple’s marital home. Debra Martin was repeatedly told that the home was her home, and always would be her home, even if Harley Martin predeceased her. Yet, the trial court clearly took into account that the property was intended to remain in Harley Martin’s family, and thus, properly awarded Harley Martin ownership of the house, while making up for Debra Martin’s interest in the house through distribution of other marital assets. This was fair and equitable, and we affirm the trial court’s ruling on this issue.

C. VALUATION OF THE HOUSE

Harley Martin, Jr. argues that the trial court erred when it found the value of the house to be double the SEV when the fair value that he and Debra Martin had in the home was virtually nil given that he only holds title to the house as a joint tenant. He also argues that, regardless, a remand is necessary because the trial court failed to make specific findings regarding the value of the home.

If the value of an asset is in dispute, the trial court must specifically determine its value.¹⁰ However, as Debra Martin points out, the only evidence presented at trial regarding the value of the home was her opinion that the home was worth \$125,000; she based this value on the state equalized value, which evidence revealed was \$61,500. Harley Martin claimed that the house was virtually worthless in light of its joint ownership with his mother. But he failed to present any evidence or legal support for this claim. As an alternative, Harley Martin claimed that the home was only worth \$80,000, but, again, he failed to submit any evidence in support of this claim. Therefore, because the only actual evidence supported Debra Martin’s valuation, it is immaterial that the trial court did not make specific findings regarding valuation. Debra

⁸ *Id.* at 200-202 (internal citations omitted).

⁹ See MCL 552.401; *Korth v Korth*, 256 Mich App 586, 291-293; 662 NW2d 111 (2003).

¹⁰ *Olson v Olson*, 256 Mich App 619, 627; 671 NW2d 64 (2003).

Martin's position was undisputed and properly accepted by the trial court. Accordingly, we conclude that the trial court did not clearly err in its determination of the value of the house based on the evidence submitted.

D. DISTRIBUTION OF JOINTLY HELD ACCOUNT

Harley Martin, Jr. argues that the trial court erred when Debra Martin evenly divided money in a three-person joint account when Harley Martin, Jr.'s mother had supplied a great deal of the money and her name remained on the account. According to Harley Martin, the money in the account was not intended as a marital gift, it was intended for Harley Martin's sole use and should have been deemed separate, non-marital property. Harley Martin further argues that he should be reimbursed the \$5,000 that Debra Martin took from the account to pay for her attorney and the \$2,450 that Debra Martin accumulated in cash, both of which she failed to account for in her representations to the court.

While income earned by one spouse during the duration of the marriage is generally presumed to be marital property, there are occasions when property earned or acquired during the marriage may be deemed separate property. For example, an inheritance received by one spouse during the marriage and kept separate from marital property is separate property. . . . [S]eparate assets may lose their character as separate property and transform into marital property if they are commingled with marital assets and "treated by the parties as marital property." The mere fact that property may be held jointly or individually is not necessarily dispositive of whether the property is classified as separate or marital.^[11]

Joint ownership with a third party does not preclude a finding that the property is marital property. Moreover, the evidence revealed that the \$50,000 of which Harley Martin claimed ownership was never fully accounted for and comingled with marital assets. Further, the trial court properly determined that Harley Martin's decision to add Debra Martin's name to the account demonstrated an intent to make the funds part of the marital estate. The trial court was in the best position to assess the witnesses' credibility, and its finding was not clearly erroneous. Thus, we conclude that the trial court did not err when it included the money held jointly in the account with Harley Martin's mother as part of the marital estate.

To the extent that Harley Martin argues that he should be reimbursed the \$5,000 that Debra Martin took from their joint bank account to pay for her attorney and the \$2,450 that Debra Martin accumulated in cash, he did not properly present that claim in his statement of the question presented, and we therefore deem it waived.¹² Regardless, the trial court did not err when it failed to deduct those amounts. Any incongruence was minimal, and the trial court's distribution was reasonably equitable.

¹¹ *Cunningham*, 289 Mich App at 201-202 (internal citations omitted).

¹² MCR 7.212(C)(5); *Caldwell v Chapman*, 240 Mich App 124, 132; 610 NW2d 264 (2000).

E. DISTRIBUTION OF SAVINGS BONDS

Harley Martin, Jr. argues that the trial court erred when it evenly divided savings bonds that he owned before the marriage and matured during the marriage, but the parties never used.

There were essentially two sets of bonds at issue here. One set of \$1,000 bonds that Harley Martin claimed were given to him as a child as gifts and should be classified as separate property. The other set of \$50 bonds was undisputedly purchased by Harley Martin during the couple's marriage. Thus, the trial court clearly did not err in determining that the latter set was marital property. And even accepting that the former set was originally given to Harley Martin before the marriage, he testified that during the course of the marriage he put Debra Martin's name on them because he wanted her to be taken care of if something happened to him. On the basis of these facts, the trial court did not clearly err in its apparent conclusion that Harley Martin commingled those bonds with marital assets and treated them as marital property.¹³ Therefore, the trial court's determination that the savings bonds were marital assets was not clearly erroneous.

F. DISTRIBUTION OF PERSONAL PROPERTY

Harley Martin, Jr. argues that the trial court erred when it awarded to each party the personal property in their possession when Debra Martin cleaned the house out in the middle of the night and then failed to abide by court orders to have the property returned.

To the extent that Debra Martin disobeyed the trial court's orders by not accounting for marital property in her possession, the trial court was aware of its own orders, and it was in the best position to judge the witnesses' credibility and assess compliance with its orders. Indeed, at the start of trial, the trial court specifically stated, "Any violation of the Court orders I can take into account, equitably divvy this up. If there's been some undue conduct, I'll take this into account." There is nothing in the record to suggest that the trial court did not take the conduct into account when dividing the assets, and we are not left with the firm conviction that the division was inequitable.¹⁴

Further, despite Harley Martin's claim that Debra Martin took from the home numerous Hummel figurines, which he claimed were worth \$30,000, he never offered any actual evidence to support his claim. Therefore, it was not clearly erroneous for the trial court to award each party the property that they each had in their possession.

¹³ *Cunningham*, 289 Mich App at 201-202 (internal citations omitted).

¹⁴ *Sands v Sands*, 442 Mich at 34; *Sparks*, 440 Mich at 151-152; *Woodington*, 288 Mich App at 355.

G. DISTRIBUTION OF VEHICLES

Harley Martin, Jr. argues that the trial court erred when it inadvertently awarded the Trailblazer to Debra Martin after the parties stipulated that Harley Martin could have the Trailblazer.

The trial court was not bound by the parties' stipulation regarding the division of the cars. "Property settlements in divorce cases are both lawful and to be commended. However, this is not to say that because the parties to a divorce action have agreed to a property settlement and proposed it to the court that the court must accept it."¹⁵ The trial court had broad discretion to ensure an equitable division of the property.¹⁶ Therefore, we conclude that the trial court did not clearly err in awarding the Trailblazer to Debra Martin.

We affirm. Debra Martin, being the prevailing party, may tax costs pursuant to MCR 7.219.

/s/ David H. Sawyer
/s/ William C. Whitbeck
/s/ Michael J. Kelly

¹⁵ *Jones v Jones*, 132 Mich App 497, 500; 347 NW2d 756 (1984).

¹⁶ *Id.* ("In essence, we concur with the trial court's view that the power to enter a divorce judgment rests with the court, and the parties' or counsels' agreement cannot divest the court of its broad discretion to divide the marital estate upon the dissolution of the marriage.").